BILL NO. S-89-09-02

SPECIAL ORDINANCE NO. S-142-89

AN ORDINANCE approving Contract **FOR ROOF REPLACEMENT OF FIRE STATIONS 1 & 5** between **C.L. SCHUST, INC. AND S.E. JAHN COMPANY, INC.** and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract **FOR ROOF REPLACEMENT OF FIRE STATIONS 1 & 5** by and between **C.L. SCHUST, INC. AND S.E. JAHN COMPANY, INC.** and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, is hereby ratified, and affirmed and approved in all respects, respectfully for:

**roof replacement of Fire Stations 1 and 5;**

involving a total cost of Ninety-Nine Thousand, Four Hundred Seventy-Two and No/100 Dollars ($99,472.00) - (C.L. SCHUST, INC. - $80,322.00; S.E. JAHN COMPANY, INC. - $19,150.00).

SECTION 2. Prior Approval has been requested from Common Council on September 5, 1989. Two copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Mark C. Giaquinta
Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay
J. Timothy McCaulay, City Attorney

*AIA Document A101*

# Standard Form of Agreement Between Owner and Contractor

*where the basis of payment is a*

*STIPULATED SUM*

**1987 EDITION**

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

*The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.*

This document has been approved and endorsed by The Associated General Contractors of America.

## AGREEMENT

made as of the ~~twenty-third (23rd)~~ thirtieth (30th) day of August in the year of Nineteen Hundred and eighty-nine (1989)

**BETWEEN** the Owner:
*(Name and address)*

The City of Fort Wayne
through the Board of Public Works
One Main Street
Fort Wayne, Indiana 46802

and the Contractor:
*(Name and address)*

S.E. Jahn Company, Inc.
1021 East Wallace Street
Fort Wayne, Indiana 46803

The Project is:
*(Name and location)*

Roof Replacement for the Fort Wayne Fire Department,
Fire Station Number Five (#5)
5801 Bluffton Road
Fort Wayne, Indiana 46809

The Architect is:
*(Name and address)*

Grinsfelder Associates Architects, Inc.
903 West Berry Street
Fort Wayne, Indiana 46802

The Owner and Contractor agree as set forth below.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

## ARTICLE 1
## THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

## ARTICLE 2
## THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

## ARTICLE 3
## DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**3.1** The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

within 14 calendar days of the signing of the Contract weather permitting.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

**3.2** The Contractor shall achieve Substantial Completion of the entire Work not later than

*(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)*

fourteen (14) calendar days (10 working days) weather permitting.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)*

## ARTICLE 4
## CONTRACT SUM

**4.1** The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of nineteen thousand one hundred fifty and no hundredths Dollars ($19,150.00 ), subject to additions and deductions as provided in the Contract Documents.

**4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)*

| | |
|---|---|
| Principal Bid Sum Number Two (SBS Modified Asphalt Roofing System for Fire Station Number Five) | $18,400.00 |
| Informative Bid Number Two (Manufacturer's 10-year Roofing System Guarantee) | $ 750.00 |
| Total | $19,150.00 |

(The cost for the Payment and Performance Bond is included in Principal Bid Sum Number Two.)

**4.3** Unit prices, if any, are as follows:

The unit prices below shall determine the value of extra work or changes in the work, as applicable. It shall be considered complete and shall include all material and equipment, labor, installation costs, overhead and profit. Unit prices shall be used uniformly for additions or deductions.

1. Unit Price Number One (#1)
   The removal and replacement of rusted out or damaged metal roof decking which is not shown or scheduled to be replaced. The cost per square foot for the sum of: $9.00 per square foot.

2. Unit Price Number Two (#2)
   The labor and materials, services and equipment necessary for the installation of new aluminum fascia trim with a profile that matches the existing trim. The cost per lineal foot for the sum of: $12.00 per lineal foot.

## ARTICLE 5
## PROGRESS PAYMENTS

**5.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**5.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, ~~or as follows~~:

**5.3** Provided an Application for Payment is received by the Architect not later than the fifth (5th) day of a month, the Owner shall make payment to the Contractor not later than the thirtieth (30th) day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than days after the Architect receives the Application for Payment.

**5.4** Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**5.5** Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**5.6** Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**5.6.1** Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of ten percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

**5.6.2** Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent ( 10 %);

**5.6.3** Subtract the aggregate of previous payments made by the Owner; and

**5.6.4** Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

**5.7** The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

**5.7.1** Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent ( 95 %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

**5.7.2** Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

**5.8** Reduction or limitation of retainage, if any, shall be as follows: None.

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

## ARTICLE 6
## FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, XXXXXXXXX

## ARTICLE 7
## MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**7.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

**7.3** Other provisions:

None.

## ARTICLE 8
## TERMINATION OR SUSPENSION

**8.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

**8.2** The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

## ARTICLE 9
## ENUMERATION OF CONTRACT DOCUMENTS

**9.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

**9.1.1** The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

**9.1.2** The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

**9.1.3** The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated July 21, 1989, and are as follows:

| Document | Title | Pages |
|---|---|---|
| Article 1.1.1 | The Contract Documents | SC-1 |
| Article 1.1.2 | The Contract | SC-1 |
| Article 1.1.3 | The Work | SC-1 |
| Article 1.1.4 | The Project | SC-1 |
| Article 1.2 | Execution, Correlation & Intent | SC-1 |
| Article 2.1 | The Owner | SC-1 |
| Article 3.9 | Superintendent | SC-1 |
| Article 3.13 | Use of Site | SC-2 |
| Article 3.14 | Cutting and Patching of Work | SC-2 |
| Article 4.1 | Architect | SC-2 |
| Article 5.2 | Award of Subcontracts & Other Contracts for Portions of Work | SC-2 |
| Article 9.2 | Schedule of Values | SC-2 |
| Article 9.3 | Application for Payment | SC-2 |

Continued on Attachment "A".

**9.1.4** The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

| Section | Title | Pages |
|---|---|---|
| Section 01010 | Summary of Work | 01010-1 through 01010-4 |
| Section 01040 | Project Coordination | 01040-1 |
| Section 01045 | Cutting and Patching | 01045-1 through 01045-2 |
| Section 01090 | Definitions and Standards | 01090-1 through 01090-2 |
| Section 01300 | Submittals | 01300-1 |
| Section 01500 | Temporary Facilities | 01500-1 |
| Section 01700 | Project Closeout | 01700-1 |
| Section 02070 | Demolition | 02070-1 through 02070-3 |
| Section 05500 | Metal Fabrications | 05500-1 through 05500-2 |
| Section 06100 | Carpentry | 06100-1 through 06100-2 |
| Section 07530 | Modified Asphalt Roofing | 07530-1 through 07530-16 |
| Section 07600 | Flashing & Sheet Metal | 07600-1 through 07600-3 |
| Section 07900 | Joint Sealers | 07900-1 through 07900-2 |
| Section 09900 | Painting | 09900-1 through 09900-3 |
| Section 10000 | Miscellaneous Work | 10000-1 through 10000-3 |

**9.1.5** The Drawings are as follows, and are dated unless a different date is shown below:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

| Number | Title | Date |
|---|---|---|
| Sheet A-1 | Roof Plan | July 21, 1989 |
| Sheet A-2 | Roof Section/Roof Membrane Plan | July 21, 1989 |
| Sheet A-3 | Overhang Details | July 21, 1989 |
| Sheet A-4 | Chimney Flashing Detail | July 21, 1989 |

**9.1.6** The Addenda, if any, are as follows:

| Number | Date | Pages |
|---|---|---|
| Addendum Number One (#1) | August 2, 1989 | eleven pages |

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

**9.1.7** Other documents, if any, forming part of the Contract Documents are as follows:

*(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

1. Revised Proposal dated August 9, 1989.
2. Payment and Performance Bond issued by Century Surety Company; Bond Number 800066; Effective Date August 23, 1989.
3. Certificate of Insurance (General Liability, Workmens Compensation, Automobile Liability, Excess Liability).
4. Form No. 96 (Revised 1987).
5. Street Barricade Maintenance Information.
6. Certification of Non-Segregated Facilities. Completion Date August 9, 1989.
7. Certification of Bidder/Vendor. Completion Date August 9, 1989.
8. Minority/Female Hourly Utilization. Completion Date August 9, 1989.
9. MBE/WBE Commitment Form. Completion Date August 9, 1989.
10. Bid Bond issued by Century Surety Company dated August 9, 1989.
11. Century Surety Company Power of Attorney. Effective Date August 9, 1989.
12. Pre-Bid Construction Conference Notes dated July 28, 1989.
13. Instructions to Bidders - Specifications dated July 21, 1989.
14. Prevailing Wage Scale for Construction Projects during the months of July, August, and September 1989.
15. City of Fort Wayne Affirmative Action Program Form.
16. Revised Roof Plan Drawing Sheet A-1 of 4. Revision Date August 2, 1989.

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

| | |
|---|---|
| OWNER | CONTRACTOR |
| City of Fort Wayne<br>Board of Public Works<br>One Main Street<br>Fort Wayne, Indiana 46802 | S.E. Jahn Company, Inc.<br>1021 East Wallace Street<br>Fort Wayne, Indiana 46803 |
| *(Signature)* | *(Signature)* |
| Mr. Charles Layton, Chairman | Steven E. Jahn, President |
| *(Printed name and title)* | *(Printed name and title)* |

BOARD OF PUBLIC WORKS AND SAFETY (contd.)

Michael McAlexander
Director of Public Safety

Douglas M. Lehman
Director of Administration & Finance

BY: _____
Paul Helmke, Mayor

Attachment "A"

| Document | Title | Pages |
|---|---|---|
| Article 9.10 | Final Completion & Final Payment | SC-2 through SC-3 |
| Article 11 | Insurance | SC-3 through SC-4 |
| Article 11.3 | Property Insurance | SC-4 |
| Article 11.4 | Performance Bond & Payment Bond | SC-4 |
| Article 13.1 | Governing Law | SC-5 |
| Article 15 | Specification Explanation | SC-5 |
| Article 16 | Manufacturer's Directions/ Operation Instructions | SC-5 |

REVISED PROPOSAL

August 9th, 1989

To: City of Fort Wayne - Board of Public Works
One Main Street
Fort Wayne, Indiana 46802

For: Roof Replacement Construction Work

The undersigned proposes to furnish all labor, materials, equipment, transportation and services required for the removal and reroofing of the roofs and all miscellaneous roof work for the roofs above Fire Station Number One (#1) located at 419 East Main Street, Fort Wayne, Indiana 46802 and Fire Station Number Five (#5) located at 5801 Bluffton Road, Fort Wayne, Indiana 46809, as described below and according to the plans and specifications prepared by Grinsfelder Associates Architects, Inc., 903 West Berry Street, Fort Wayne, Indiana 46802; our bid being as follows:

Principal Bid Sum Number One (#1) (Coal tar BUR system/insulated/gravel surface)
All of the roofing and miscellaneous construction work required for the completion of the roof replacement for Fire Station Number One (#1) as shown and specified for the sum of:

Eighty Four Thousand Nine Hundred----------

---------- and 00 /100 dollars.
(amount in words)

$ 84,900.00 .
(amount in figures)

Principal Bid Sum Number Two (#2) (SBS modified asphalt roofing system)
All of the roofing and miscellaneous construction work required for the completion of the roof replacement for Fire Station Number Five (#5) as shown and specified for the sum of:

Eighteen Thousand Four Hundred----------

---------- and 00 /100 dollars.
(amount in words)

$ 18,400.00 .
(amount in figures)

Principal Bid Sum Number Three (#3) (Coal tar BUR system/insulated gravel surface for Fire Station Number One (#1) (SBS modified asphalt roof system for Fire Station Number Five (#5). All of the roofing and miscellaneous construction work required for the completion of the roof replacement for both Fire Station Number One (#1) and Fire Station Number Five (#5) as shown and specified for the sum of:

One Hundred One Thousand Eight Hundred Ninety----------

---------- and 00 /100 dollars.
(amount in words)

$ 101,890.00 .
(amount in figures)

Alternate Principal Bid Sum Number One (#1) (Asphalt BUR system/insulated/smooth surface/aluminized coating for Fire Station Number One (#1).
All of the roofing and miscellaneous construction work required for the completion of the roof replacement for Fire Station Number One #1) as shown and specified for the sum of:

Seventy Eight Thousand Nine Hundred Forty---------- ---------- and 00 /100 dollars.
(amount in words)

$ 78,940.00 .
(amount in figures)

Alternate Principal Bid Sum Number Two (#2) (Asphalt BUR system/insulated/smooth surface/aluminized coating for Fire Station Number One (#1) (SBS modified asphalt roof system for Fire Station Number Five (#5).
All of the roofing and miscellaneous construction work required for the completion of the roof replacement for both Fire Station Number One (#1) and Fire Station Number Five (#5) as shown and specified for the sum of:

Ninety Six Thousand---------- ---------- and 00 /100 dollars.
(amount in words)

$ 96,000.00 .
(amount in figures)

Roofing System Identification: The following manufacturers will be used for the Principal Bids and Alternate Principal Bids as completed above:

Fire Station Number One (#1) Principal Bid: GAF

Fire Station Number One (#1) Alternate Principal Bid: GAF

Fire Station Number Five (#5): GAF

Informative Bid Number One (#1) Not to be included in Principal Bids One (#1), Three (#3), Alternate Principal Bids One (#1) and Two (#2).
The cost of a 20-year Owens Corning Fiberglas Corporation, GAF or Celotex built-up roofing guarantee, four ply Type-6 fiberglas asphalt felts as shown and specified for the sum of:

One Thousand Four Hundred Forty---------- ---------- and 00 /100 dollars.
(amount in words)

$ 1,440.00 .
(amount in figures)

Informative Bid Number Two (#2): Not to be included in Principal Bids Number Two (#2) and Number Three (#3) and Alternate Principal Bid Number Two (#2).
The cost of a 10-year Tamko Asphalt Products, GAF, or Sieplast 2-ply SBS Modified Asphalt Roofing System Guarantee as shown and specified for the sum of:

Seven Hundred Fifty---------- and 00 /100 dollars.
(amount in words)

$ 750.00 .
(amount in figures)

Informative Bid Number Three (#3) Not to be included in Principal Bids Number One (#1) and Number Three (#3) and Alternate Principal Bids Number One (#1) and Number Two (#2).
All of the labor, materials, transportation, services and equipment necessary for the installation of two plies of Type-6 fiberglas felts over the top of the first layer of straight insulation of the new roof for Fire Station Number One (#1) as shown and specified for the sum of:

Three Thousand Eight Hundred Ninety Five ---------- and 00 /100 dollars.
(amount in words)

$ 3,895.00 .
(amount in figures)

Unit Price
The following item represents a unit cost. This cost includes all labor materials, freight, overhead, profit and other incidental expenses related to the work. This cost shall be used uniformly for additions to the work specified.

Unit Price Number One (#1): This unit price applies to both Fire Station Number One (#1) and Fire Station Number Five (#5).
The removal and replacement of rusted out or damaged metal roof decking which is not shown or scheduled to be replaced. The cost per square foot for the sum of:

Nine---------- and 00 /100 dollars (per square foot).
(amount in words)

$ 9.00 (per square foot).
(amount in figures)

Unit Price Number Two (#2): This unit price applies only to Fire Station Number Five (#5). The labor and materials, services and equipment necessary for the installation of new aluminum fascia trim with a profile that matches the existing trim. The cost per lineal foot for the sum of:

Twelve----------

---------- and 00 /100 dollars (per lineal foot).
(amount in words)

$ 12.00 (per lineal foot).
(amount in figures)

Performance Bond
The Owner will require a Performance Bond and Payment of Labor and Materials Bond in amount of 100% of Bid Sum in form of bond satisfactory to Owner and Architect. The cost for the Performance Bond and Payment of Labor and Material Bond will be::

2.5% of contract amount

_____ and _____/100 dollars.
(amount in words)

$ 2.5% of contract amount.
(amount in figures)

Note: Above cost for Bond shall be included in Bid Sum.

Addenda
The undersigned hereby acknowledges receipt of the following Addendum (Addenda) covering revisions to the drawings and/or specifications, the cost of such revisions, if any, being included in the Bid Sum quoted above:

Addendum No. 1 Dated 8/2/89.

Addendum No._____ Dated_____.

Taxes
The undersigned, by his signature below, acknowledges that the above Bid Sum includes all taxes of any nature to be incurred by reason of the proposed work.

Completion Time
The undersigned agrees to begin work within 20 calendar days after execution of Contract and to pursue work to "Substantial Completion" suitable for occupancy within 60 calendar days, barring acts of God, fire, civil strife or similar calamities.

Guarantee of Prices
The undersigned agrees to guarantee prices stated in this Proposal for sixty (60) consecutive calendar days from the submittal date, and agrees to enter into formal Agreement with the Owner to perform the above stated work for the above stated Bid Sum at any time within this period should he be notified of award.

Substitutions
Bidder will list below or on signed, attached letterhead any materials, equipment or methods proposed as substitutes for those shown or specified. Show change in price (plus or minus) from Bid Sum for each item listed, or mark "no price change" if such be the case. Bidders, in signing their Proposals, agree to furnish materials, equipment and methods as shown and made part of written Owner-Contractor Agreement.

Legal Status of Bidders
Undersigned bidder will receive served or mailed communications at the following legal address:

Street 1021 E. Wallace Street

City Fort Wayne State Indiana Zip 46803 Phone 219-456-3494

Undersigned declares his legal status as: _____
Sole Proprietor

_____ S. E. Jahn Co. Inc.
Partnership Corporation, etc.

Organized under the laws of the State of Indiana.

Names and Addresses of all Persons who are parties to this Proposal:

Roger Rausch, Project Manager
(name) (title)

1021 E. Wallace St. Ft. Wayne, IN 46803
(address)

Steven E. Jahn, President
(name) (title)

1021 E. Wallace St., Ft. Wayne, IN 46803
(address)

_____
(name) (title)

_____
(address)

This Proposal Submitted by:

S. E. Jahn Co., Inc.
(firm name)

Roger Rausch Proj. Manager
(signature) (title)

Steven E. Jahn Pres.
(signature) (title)

_____
(signature) (title)

Signed and sealed this 9th day of August, 1989.

END REVISED PROPOSAL

RECEIVED
AUG 22 1989
BY S. E. JAHN COMPANY

# Century Surety Company

Bond No.: 800066

## Payment and Performance Bond

KNOW ALL MEN BY THESE PRESENTS that we S.E. Jahn Co., Inc., the Principal, and Century Surety Company, an Ohio Corporation, the Surety, are hereby bound unto City of Fort Wayne, Indiana, the Obligee, in the penal sum of Nineteen Thousand, One Hundred Fifty no/1 Dollars ($ 19,150.00------) for the payment of which we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the 23rd day of August, 19 89, covering Roofing: Fire Station #5
5801 Bluffton Road
Fort Wayne, Indiana 46809
which Contract is hereby incorporated herein as if fully rewritten:

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly and faithfully perform said Contract and shall pay all lawful claims of such subcontractors and suppliers who have a direct contract with the Principal for the purpose of performing said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject to the following conditions:

1. If there is no breach or default on the part of the Obligee, then Surety's performance obligation under the bond shall arise after:

   a. The Obligee has notified the Principal and the Surety in writing at their respective addresses of the alleged breach, and has requested and attempted to arrange a conference with the Principal and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Contract, and has made available during the notice period all books, records, and accounts relevant to the Contract which may be requested by the Principal or Surety. If the Obligee, Principal and Surety agree, the Principal shall be allowed a reasonable time to perform the Contract; but such an agreement shall not waive the Obligee's right, if any, subsequently to declare the Principal in default;
   b. The Obligee has declared the Principal in default and formally terminated the Principal's right to complete the Contract, provided, however, that such default shall not be declared earlier than twenty (20) days after the Principal and the Surety have received the notice as provided in "a" above; and
   c. The Obligee has agreed to pay the balance of the Contract price to the Surety in accordance with the terms of the Contract or to such contractor as may be tendered by the Surety to the Obligee.

2. The Obligee shall notify the Surety immediately of any change orders approved by the Obligee, any changes to the scope of work or to the duration of the Contract, or any increases to the Contract price.

3. The Obligee shall immediately notify the Surety of any liens, levies, attested accounts, or other claims against the Principal of which the Obligee has actual or constructive notice, and no sums paid by the Obligee on account of such liens, levies, attested accounts, or other claims without consent of Surety shall reduce the balance of the Contract price.

4. The Surety shall have no obligation to subcontractors and suppliers under this bond unless and until such subcontractor/supplier shall have given written notice to the Surety, stating with substantial accuracy the nature and amount of the claim within ninety (90) days of the earliest of the following events:

   a. Failure of the Principal to meet agreed terms of payment;
   b. Cessation of work by the Principal;
   c. Last date of substantial work performed or materials delivered by the subcontractor or supplier;
   d. Formal declaration of default by the Obligee.

5. Any suit under this bond by or for the benefit of the Obligee must be instituted before the expiration of two (2) years from the date on which the Principal ceased work on the Contract. Any suit by or for the benefit of any subcontractor or supplier must be instituted before the expiration of one (1) year from the earliest of the events in 4 above.

6. In no event shall the liability of the Surety hereunder exceed the penal sum hereof.

Signed, sealed and executed, this 23rd day of August, 1989.

S.E. JAHN CO., INC.
Principal

By: [signature] pres.
Title

Witness: Roxanne L. Haviland

CENTURY SURETY COMPANY
Surety

By: [signature]
Attorney-In-Fact

Witness: Kathleen A. Conrad

YASTE, ZENT & RYE AGENCY, INC.

102 (1/89)

# CENTURY SURETY COMPANY

**COLUMBUS, OHIO**

**POWER OF ATTORNEY**

PRINCIPAL S.E. Jahn Co., Inc. EFFECTIVE DATE August 23,1989

CONTRACT AMOUNT $19,150.00 AMOUNT OF BOND $ 19,150.00

POWER NO. 800066

KNOW ALL MEN BY THESE PRESENTS: That the Century Surety Company, a corporation in the State of Ohio, does hereby nominate, constitute, and appoint: Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski

its true and lawful attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed Five Hundred Thousand Dollars and 00/100 ($500,000.00)

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by the Board of Directors on the 4th day of October, 1988:

"RESOLVED, that any two officers of the Company shall have the authority to make, execute, and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Century Surety Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by two duly authorized officers this 4th day of Qctober, 1988.

CENTURY SURETY COMPANY

CENTURY SURETY COMPANY CORPORATE SEAL OHIO JUNE 22, 1978

Roswell P. Ellis, Executive Vice President

Glenn D. Southwick, Treasurer

Notary Public )
State of Ohio ) SS:

On this 4th day of October, 1988, before the subscriber, a Notary Public of the State of Ohio, duly commissioned and qualified, came Roswell P. Ellis and Glenn D. Southwick of the Century Surety Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said, that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal at Columbus, Ohio, the day and year above written.

NOTARIAL SEAL • STATE OF OHIO •

Sue E. Duffy

Sue E. Duffy

NOTARY PUBLIC, State of Ohio

My Commission expires on August 5, 1989

State of Ohio ) SS:

I, the undersigned, Secretary of Century Surety Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, as set forth herein above, is now in force.

Signed and sealed in Cleveland, Ohio, this 4th day of October, 1988.

CENTURY SURETY COMPANY CORPORATE SEAL OHIO JUNE 22, 1978

Anne L. Meyers, Secretary

**Any reproduction or facsimile of this form is void and invalid**

Prescribed by the State Board of Accounts

Form No. 96 (Revised 1987)

# CONTRACTORS BID FOR PUBLIC WORKS

## PART I

**(To be completed for all bids)**
(Please type or print)

Date: 8/9/89

1. Governmental Unit: City of Fort Wayne
2. County: Allen
3. Bidder (Firm): S. E. Jahn Co., Inc.
   Address: 1021 E. Wallace Street
   City/State: Fort Wayne, Indiana 46803
4. Telephone Number: 219-456-3494
5. Agent of Bidder (If applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of City of Ft. Wayne (Governmental Unit) in accordance with plans and specifications of said unit for the sum of see attached proposal $_____
The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, submit a proposal for each in accordance with the notice.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract. If the bid is to be awarded on a unit basis, the itemization of units shall be shown on a separate attachment. The Contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

### CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States. I.C. 5-16-8-2. I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

### NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

### OATH AND AFFIRMATION

## ACCEPTANCE

The above bid is accepted this _____ day of _____, 19____, subject to the following conditions: _____

_____

Contracting Authority Members:

_____ _____

_____ _____

_____ _____

# PART II

(Complete sections I, II, III and IV for all state and local public works projects as required by statutes.)

Governmental Unit: City of Fort Wayne

Bidder (Firm): S. E. Jahn Co., Inc.

Date: 8/9/89

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

## SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed?

| Contract Amount | Class of Work | When Completed | Name and Address of Owner |
|---|---|---|---|
| 85,000.00 | Roofing | 10/86 | Coesse School, Columbia City, IN |
| 413,167.00 | Gen. Contr./ Roofing | 10/88 | Jay School Corp., Portland, IN |
| 88,400.00 | Roofing | 6/89 | IUPU/Walb Bldg., Ft. Wayne |
| 83,110.00 | Roofing | 9/88 | Carnegie Public Library, Angola, IN |

2. What public works projects has your organization now in process of construction?

| Contract Amount | Class of Work | When to be Completed | Name and Address of Owner |
|---|---|---|---|
| 344,608.00 | Roofing | 8/89 | Metrop. School District of Steuben Co., Angola |
| 65,760.00 | Roofing | 8/89 | Kendell Elem. School, Marion, IN |
| 82,750.00 | Roofing | 8/89 | Oak Hill Jr./Sr. High School, Marion, IN |
| 78,490.00 | Roofing | 8/89 | John L. McCulloch Middle School, Marion, |

3. Have you ever failed to complete any work awarded to you? no If so, where and why?

_____

_____

_____

4. List references from private firms for which you have performed work.

U. S. Steel, New York, NY-Best Warehouse, New Haven, IN

Shuttleworth, Inc., Huntington, IN

United Technologies, Howe, IN

St. Vincent DePaul Catholic Church, Ft. Wayne, IN

Sealed Power, Auburn, IN

## SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. As per plans and specifications
2. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you expect to require a bond.
3. What equipment do you intend to use for the proposed project? As needed
4. Have you made contracts or received offers for all materials within prices used in preparing your proposal? Yes

## SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

## SECTION IV OATH AND AFFIRMATION

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct to the best of my knowledge and belief.

Dated at _____ this 9th day of August, 19 89

S. E. Jahn Co., Inc.
(Name of Organization)

By /s/ Steven E. Jahn

President
(Title of Person Signing)

## ACKNOWLEDGEMENT

STATE OF Indiana )
) SS:
COUNTY OF Allen )

Steven E. Jahn being duly sworn, deposes and says that he is

President (Title) of the above S. E. Jahn Co., Inc. (Name of Organization) and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 9th day of August, 19 89

Roxanne L. Harland
Notary Public

My Commission Expires: 9/12/91

County of Residence: Allen

# STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

| NAME | TELEPHONE NUMBER |
| --- | --- |
| Robert Terry, Superintendent | 432-3913 |
| | |
| | |
| | |

S. E. Jahn Co., Inc.
Contractor

Resolution No. _____

# CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of S. E. Jahn Co., Inc., does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of S. E. Jahn Co., Inc., that S. E. Jahn Co., Inc. does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this certification has been signed this 9th day of August, 19 89.

S. E. Jahn Co., Inc.

Name of Bidder/Vendor

Steven E. Jahn, President

Name and Title of Person Signing

"...FEMALE HOURLY UTILIZATION"

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females, so that minorities and females will work at least 17 % of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons:

_____

_____

_____

_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

_____

_____

_____

_____

(Attach additional sheets, if necessary.)

CONTRACTOR: S. E. Jahn Co., Inc.

By: S L S Jahn

Its: President

It is the policy of S. E. Jahn Co., Inc. (Company) that

equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy S. E. Jahn Co., Inc. (Company) will not

discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The S. E. Jahn Co., Inc. (Company) will take affirmative action

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

S. E. Jahn Co., Inc.
(Name of Company)

(Signature of Company Official)

8/9/89
(Date)

# MBE/WBE COMMITMENT FORM

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A._____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership ___%.

For WBE specify percentage of women ownership _____%.

B._____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision), shall have ____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm ____%. (Cross out inapplicable provision.)

C. The undersigned commits _____% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms, which are proposed as subcontractors, are the following:

| NAME OF FIRM | ADDRESS | TYPE OF WORK |
|---|---|---|
| 1. | | |
| 2. | | |
| 3. | | |

D. The undersigned commits ____% of the total bid price as a subcontract to women business enterprise participation. The WBE firms, which are proposed as subcontractors are the following:

| NAME OF FIRM | ADDRESS | TYPE OF WORK |
|---|---|---|
| 1. | | |
| 2. | | |
| 3. | | |

Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: No sub-contract work, all to be done with our own forces

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(Attach additional sheets as necessary.)

Contractor S. E. Jahn Co., Inc.

By S. E. Jahn

Its President

Contractor _____

By _____

Its _____

COMPANY BEFORE DEPOSITING BID

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS: Bond Number 800065

That, we, S.E. JAHN CO., INC. as principal, and

CENTURY SURETY COMPANY, COLUMBUS, OHIO

and

as sureties, are held and firmly bound unto the City of Fort Wayne, Indiana, in the sum of Seven Thousand, Five Hundred and no/100------ DOLLARS ($7500.00 ----------), to be paid to the said City of Fort Wayne, Indiana, or its successors or assigns, for the payment of which, well and truly made, we hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

SIGNED AND SEALED at Fort Wayne, Indiana, this 9th day of August, 1989.

The condition of this obligation is such that if the accompanying bid or proposal of Fire Station #1, 419 E. Main St., Fort Wayne Indiana 46802 and Fire Station #5, 5801 Bluffton Road, Fort Wayne, In. 46809

made this day to the City of Fort Wayne, State of Indiana, is accepted, and, the Contract awarded to the above bidder, and, the bidder shall, within ten (10) days after such award is made, enter into a Contract with the City of Fort Wayne, State of Indiana, for the work bid upon, and, give bond as required; then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

SIGNED at Fort Wayne, Indiana

this 9th day of August 19 89.

S.E. JAHN CO., INC.

BY: [signature]
PRINCIPAL

CENTURY SURETY COMPANY

*BY: [signature]
SURETY Attorney-in-Fact

*If signed by an agent, appropriate Power of Attorney shall be attached.

YASTE, ZENT & RYE AGENCY, INC.
P.O. Box 1367
Fort Wayne, Indiana 46801-1367

# CENTURY SURETY COMPANY

**COLUMBUS, OHIO**

**POWER OF ATTORNEY**

PRINCIPAL S.E. JAHN COMPANY, INC. EFFECTIVE DATE August 9,1989

CONTRACT AMOUNT _____ AMOUNT OF BOND $ 7,500.00---------

POWER NO. 800085

KNOW ALL MEN BY THESE PRESENTS: That the Century Surety Company, a corporation in the State of Ohio, does hereby nominate, constitute, and appoint: Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski

its true and lawful attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed Five Hundred Thousand Dollars and 00/100 ($500,000.00)

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by the Board of Directors on the 4th day of October, 1988:

"RESOLVED, that any two officers of the Company shall have the authority to make, execute, and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Century Surety Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by two duly authorized officers this 4th day of October, 1988.

CENTURY SURETY COMPANY

CENTURY SURETY COMPANY CORPORATE SEAL OHIO JUNE 22, 1978

Roswell P. Ellis, Executive Vice President

Glenn D. Southwick, Treasurer

Notary Public )
State of Ohio ) SS:

On this 4th day of October, 1988, before the subscriber, a Notary Public of the State of Ohio, duly commissioned and qualified, came Roswell P. Ellis and Glenn D. Southwick of the Century Surety Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said, that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal at Columbus, Ohio, the day and year above written.

NOTARIAL SEAL • STATE OF OHIO •

Sue E. Duffy

NOTARY PUBLIC, State of Ohio

My Commission expires on August 5, 1989

State of Ohio ) SS:

I, the undersigned, Secretary of Century Surety Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, as set forth herein above, is now in force.

Signed and sealed in Cleveland, Ohio, this 4th day of October, 1988.

CENTURY SURETY COMPANY CORPORATE SEAL OHIO JUNE 22, 1978

Anne L. Meyers, Secretary

**Any reproduction or facsimile of this form is void and invalid**

COUNTER

THE AMERICAN INSTITUTE OF ARCHITECTS

*AIA Document A101*

# Standard Form of Agreement Between Owner and Contractor

*where the basis of payment is a*

*STIPULATED SUM*

**1987 EDITION**

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

*The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.*

This document has been approved and endorsed by The Associated General Contractors of America.

## AGREEMENT

made as of the ~~twenty-third~~ ~~(23rd)~~ thirtieth (30th) day of August in the year of Nineteen Hundred and eighty-nine (1989)

**BETWEEN** the Owner:
*(Name and address)*

The City of Fort Wayne
through the Board of Public Works
One Main Street
Fort Wayne, Indiana 46802

and the Contractor:
*(Name and address)*

C.L. Schust Company, Inc.
P.O. Box 8240
Fort Wayne, Indiana 46898

The Project is:
*(Name and location)*

Roof Replacement for the Fort Wayne Fire Department,
Fire Station Number One (#1)
419 East Main Street
Fort Wayne, Indiana 46802

The Architect is:
*(Name and address)*

Grinsfelder Associates Architects, Inc.
903 West Berry Street
Fort Wayne, Indiana 46802

The Owner and Contractor agree as set forth below.

Copyright 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates the copyright laws of the United States and will be subject to legal prosecution.

## ARTICLE 1
## THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

## ARTICLE 2
## THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

## ARTICLE 3
## DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**3.1** The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

start work within sixty (60) calendar days weather permitting.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

**3.2** The Contractor shall achieve Substantial Completion of the entire Work not later than

*(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)*

complete work in twenty-four (24) working days weather permitting.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)*

## ARTICLE 4
## CONTRACT SUM

**4.1** The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of eighty thousand three hundred twenty-two and no hundredths Dollars ($ 80,322.00 ), subject to additions and deductions as provided in the Contract Documents.

**4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)*

| | |
|---|---|
| Principal Bid Sum Number One (#1) (Coal Tar BUR System/Insulated/Gravel Surface) for Fire Station Number One (#1) | $78,822.00 |
| Informative Bid Number One (#1) 20 year Owens Corning Fiberglas Corporation "Double Eagle Guarantee": | $ 1,500.00 |
| Total | $80,322.00 |

(The cost for the Payment and Performance Bond is included in Principal Bid Sum Number One.)

**4.3** Unit prices, if any, are as follows:

The unit prices below shall determine the value of extra work or changes in the work, as applicable. It shall be considered complete and shall include all material and equipment, labor, installation costs, overhead and profit. Unit prices shall be used uniformly for additions or deductions.

1. Unit Price Number One (#1)
   The removal and replacement of rusted out or damaged metal roof decking which is not shown or scheduled to be replaced. The cost per square foot for the sum of: $4.50 per square foot.

## ARTICLE 5
## PROGRESS PAYMENTS

**5.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**5.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, ~~or as follows~~:

**5.3** Provided an Application for Payment is received by the Architect not later than the fifth (5th) day of a month, the Owner shall make payment to the Contractor not later than the thirtieth (30th) day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than days after the Architect receives the Application for Payment.

**5.4** Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**5.5** Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**5.6** Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**5.6.1** Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of ten percent ( 10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

**5.6.2** Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent ( 10 %);

**5.6.3** Subtract the aggregate of previous payments made by the Owner; and

**5.6.4** Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

**5.7** The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

**5.7.1** Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent ( 95%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

**5.7.2** Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

**5.8** Reduction or limitation of retainage, if any, shall be as follows: None.

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

## ARTICLE 6
## FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, ~~as provided~~:

## ARTICLE 7
## MISCELLANEOUS PROVISIONS

**7.1** Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**7.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

**7.3** Other provisions:

None.

## ARTICLE 8
## TERMINATION OR SUSPENSION

**8.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

**8.2** The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

## ARTICLE 9
## ENUMERATION OF CONTRACT DOCUMENTS

**9.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

**9.1.1** The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

**9.1.2** The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

**9.1.3** The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated July 21, 1989, and are as follows:

| Document | Title | Pages |
|---|---|---|
| Article 1.1.1 | The Contract Documents | SC-1 |
| Article 1.1.2 | The Contract | SC-1 |
| Article 1.1.3 | The Work | SC-1 |
| Article 1.1.4 | The Project | SC-1 |
| Article 1.2 | Execution, Correlation & Intent | SC-1 |
| Article 2.1 | The Owner | SC-1 |
| Article 3.9 | Superintendent | SC-1 |
| Article 3.13 | Use of Site | SC-2 |
| Article 3.14 | Cutting and Patching of Work | SC-2 |
| Article 4.1 | Architect | SC-2 |
| Article 5.2 | Award of Subcontracts & Other Contracts for Portions of Work | SC-2 |
| Article 9.2 | Schedule of Values | SC-2 |
| Article 9.3 | Application for Payment | SC-2 |

Continued on Attachment "A"

**9.1.4** The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

| Section | Title | Pages |
|---|---|---|
| Section 01010 | Summary of Work | 01010-1 through 01010-4 |
| Section 01040 | Project Coordination | 01040-1 |
| Section 01045 | Cutting and Patching | 01045-1 through 01045-2 |
| Section 01090 | Definitions & Standards | 01090-1 through 01090-2 |
| Section 01300 | Submittals | 01300-1 |
| Section 01500 | Temporary Facilities | 01500-1 |
| Section 01700 | Project Closeout | 01700-1 |
| Section 02070 | Demolition | 02070-1 through 02070-3 |
| Section 05500 | Metal Fabrications | 05500-1 through 05500-2 |
| Section 06100 | Carpentry | 06100-1 through 06100-2 |
| Section 07512 | Built-Up Coal Tar Roofing | 07512-1 through 07512-9 |
| Section 07600 | Flashing & Sheet Metal | 07600-1 through 07600-3 |
| Section 07900 | Joint Sealers | 07900-1 through 07900-2 |
| Section 09900 | Painting | 09900-1 through 09900-3 |
| Section 10000 | Miscellaneous Work | 10000-1 through 10000-3 |

**9.1.5** The Drawings are as follows, and are dated unless a different date is shown below:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

| Number | Title | Date |
|---|---|---|
| Sheet A-1 | Roof Demolition Plan | July 21, 1989 |
| Sheet A-2 | Roof Plan | July 21, 1989 |
| Sheet A-3 | New Roof Plan | July 21, 1989 |
| Sheet A-4 | Scupper Detail/Roof Parapet Detail | July 21, 1989 |
| Sheet A-5 | Skylight Detail | July 21, 1989 |
| Sheet A-6 | Roof Parapet Detail | July 21, 1989 |
| Sheet A-7 | Roof Parapet Detail | July 21, 1989 |
| Sheet A-8 | Roofing Flashing Detail | July 21, 1989 |
| Sheet A-9 | Roof Drain Detail/Expansion Joint Detail | July 21, 1989 |
| Sheet A-10 | Typical Skylight Detail | July 21, 1989 |
| Sheet A-11 | Roof Vent Flashing Detail | July 21, 1989 |
| Sheet A-12 | Column & Frame Detail | July 21, 1989 |

**9.1.6** The Addenda, if any, are as follows:

| Number | Date | Pages |
|---|---|---|
| Addendum Number One (#1) | August 2, 1989 | eleven pages |

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

**9.1.7** Other documents, if any, forming part of the Contract Documents are as follows:

*(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

1. Revised Proposal dated August 9, 1989.
2. Performance and Material Payment Bond.
3. Certificate of Insurance (General Liability, Workmens Compensation, Automobile Liability, Excess Liability).
4. Bid Bond issued by Fidelity and Deposit Company of Maryland dated August 9, 1989.
5. Form No. 96 (revised 1987).
6. MBE/WBE commitment form.
7. Minority/Female Hourly Utilization Form. Completion Date August 9, 1989.
8. Street Barricade Maintenance Information.
9. Certificate of Non-Segregated Facilities. Completion Date August 9, 1989.
10. Certificate of Bidder/Vendor. Completion Date August 9, 1989.
11. Pre-Bid Construction Conference Notes dated July 28, 1989.
12. Instructions to Bidders, Specifications dated July 21, 1989.
13. Revised Drawing Sheet A-3. Revision Date August 2, 1989.
14. Prevailing Wage Scale for Miscellaneous Construction Projects during the months of July, August, September 1989.
15. City of Fort Wayne Affirmative Action Program Form.

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER

Board of Public Works
City of Fort Wayne
One Main Street
Fort Wayne, IN 46802

*(Signature)*

Charles Layton, Chairman

*(Printed name and title)*

CONTRACTOR

C.L. Schust Company, Inc.
P.O. Box 8240
Fort Wayne, IN 46898

*(Signature)*

D.L. Winebrenner, President

*(Printed name and title)*

BOARD OF PUBLIC WORKS AND SAFETY (contd.)

Michael McAlexander
Director of Public Safety

Douglas M. Lehman
Director of Administration & Finance

BY: _____
Paul Helmke, Mayor

Attachment "A"

| Document | Title | Pages |
|---|---|---|
| Article 9.10 | Final Completion & Final Payment | SC-2 through SC-3 |
| Article 11 | Insurance | SC-3 through SC-4 |
| Article 11.3 | Property Insurance | SC-4 |
| Article 11.4 | Performance Bond & Payment Bond | SC-4 |
| Article 13.1 | Governing Law | SC-5 |
| Article 15 | Specification Explanation | SC-5 |
| Article 16 | Manufacturer's Directions/ Operation Instructions | SC-5 |

REVISED PROPOSAL

August 9, 1989

To: City of Fort Wayne - Board of Public Works
One Main Street
Fort Wayne, Indiana 46802

For: Roof Replacement Construction Work

The undersigned proposes to furnish all labor, materials, equipment, transportation and services required for the removal and reroofing of the roofs and all miscellaneous roof work for the roofs above Fire Station Number One (#1) located at 419 East Main Street, Fort Wayne, Indiana 46802 and Fire Station Number Five (#5) located at 5801 Bluffton Road, Fort Wayne, Indiana 46809, as described below and according to the plans and specifications prepared by Grinsfelder Associates Architects, Inc., 903 West Berry Street, Fort Wayne, Indiana 46802; our bid being as follows:

Principal Bid Sum Number One (#1) (Coal tar BUR system/insulated/gravel surface)
All of the roofing and miscellaneous construction work required for the completion of the roof replacement for Fire Station Number One (#1) as shown and specified for the sum of:

Seventy Eight Thousand Eight Hundred Twenty Two

(amount in words) and No /100 dollars.

$ 78,822.00.
(amount in figures)

Principal Bid Sum Number Two (#2) (SBS modified asphalt roofing system)
All of the roofing and miscellaneous construction work required for the completion of the roof replacement for Fire Station Number Five (#5) as shown and specified for the sum of:

Twenty Five Thousand Seven Hundred Eighty Seven

(amount in words) and No /100 dollars.

$ 25,787.00.
(amount in figures)

Principal Bid Sum Number Three (#3) (Coal tar BUR system/insulated gravel surface for Fire Station Number One (#1) (SBS modified asphalt roof system for Fire Station Number Five (#5). All of the roofing and miscellaneous construction work required for the completion of the roof replacement for both Fire Station Number One (#1) and Fire Station Number Five (#5) as shown and specified for the sum of:

One Hundred Two Thousand One Hundred Nine

(amount in words) and No /100 dollars.

$ 102,109.00.
(amount in figures)

Alternate Principal Bid Sum Number One (#1) (Asphalt BUR system/insulated/smooth surface/aluminized coating for Fire Station Number One (#1).
All of the roofing and miscellaneous construction work required for the completion of the roof replacement for Fire Station Number One #1) as shown and specified for the sum of:

Seventy Six Thousand One Hundred Seventy One

_____ and No /100 dollars.
(amount in words)

$ 76,171.00
(amount in figures)

Alternate Principal Bid Sum Number Two (#2) (Asphalt BUR system/insulated/smooth surface/aluminized coating for Fire Station Number One (#1) (SBS modified asphalt roof system for Fire Station Number Five (#5).
All of the roofing and miscellaneous construction work required for the completion of the roof replacement for both Fire Station Number One (#1) and Fire Station Number Five (#5) as shown and specified for the sum of:

Ninety Nine Thousand Four Hundred Fifty Eight

_____ and No /100 dollars.
(amount in words)

$ 99,458.00
(amount in figures)

Roofing System Identification: The following manufacturers will be used for the Principal Bids and Alternate Principal Bids as completed above:

Fire Station Number One (#1) Principal Bid: Owens Corning 43PTIG

Fire Station Number One (#1) Alternate Principal Bid: Owens Corning 43IS

Fire Station Number Five (#5): Tamko Spec.101 Awaplan Premium

Informative Bid Number One (#1) Not to be included in Principal Bids One (#1), Three (#3), Alternate Principal Bids One (#1) and Two (#2).
The cost of a 20-year Owens Corning Fiberglas Corporation, GAF or Celotex built-up roofing guarantee, four ply Type-6 fiberglas asphalt felts as shown and specified for the sum of:

One Thousand Five Hundred

_____ and No /100 dollars.
(amount in words)

$ 1500.00
(amount in figures)

Informative Bid Number Two (#2): Not to be included in Principal Bids Number Two (#2) and Number Three (#3) and Alternate Principal Bid Number Two (#2).
The cost of a 10-year Tamko Asphalt Products, GAF, or Sieplast 2-ply SBS Modified Asphalt Roofing System Guarantee as shown and specified for the sum of:

Seven Hundred _____ and No /100 dollars.
(amount in words)

$ 700.00 .
(amount in figures)

Informative Bid Number Three (#3) Not to be included in Principal Bids Number One (#1) and Number Three (#3) and Alternate Principal Bids Number One (#1) and Number Two (#2).
All of the labor, materials, transportation, services and equipment necessary for the installation of two plies of Type-6 fiberglas felts over the top of the first layer of straight insulation of the new roof for Fire Station Number One (#1) as shown and specified for the sum of:

Four Thousand Three Hundred Sixty Five _____ and No /100 dollars.
(amount in words)

$ 4365.00 .
(amount in figures)

Unit Price
The following item represents a unit cost. This cost includes all labor materials, freight, overhead, profit and other incidental expenses related to the work. This cost shall be used uniformly for additions to the work specified.

Unit Price Number One (#1): This unit price applies to both Fire Station Number One (#1) and Fire Station Number Five (#5).
The removal and replacement of rusted out or damaged metal roof decking which is not shown or scheduled to be replaced. The cost per square foot for the sum of:

Four _____ and 50 /100 dollars (per square foot).
(amount in words)

$ 4.50 (per square foot).
(amount in figures)

Unit Price Number Two (#2): This unit price applies only to Fire Station Number Five (#5). The labor and materials, services and equipment necessary for the installation of new aluminum fascia trim with a profile that matches the existing trim. The cost per lineal foot for the sum of:

Thirteen and 50/100 dollars (per lineal foot).
(amount in words)

$ 13.50 (per lineal foot).
(amount in figures)

Performance Bond
The Owner will require a Performance Bond and Payment of Labor and Materials Bond in amount of 100% of Bid Sum in form of bond satisfactory to Owner and Architect. The cost for the Performance Bond and Payment of Labor and Material Bond will be::

Fifteen and 00/100 dollars./thousand
(amount in words)

$ 15.00 per thousand.
(amount in figures)

Note: Above cost for Bond shall be included in Bid Sum.

Addenda
The undersigned hereby acknowledges receipt of the following Addendum (Addenda) covering revisions to the drawings and/or specifications, the cost of such revisions, if any, being included in the Bid Sum quoted above:

Addendum No. One Dated August2, 1989.

Addendum No. _____ Dated _____.

Taxes
The undersigned, by his signature below, acknowledges that the above Bid Sum includes all taxes of any nature to be incurred by reason of the proposed work.

Completion Time
The undersigned agrees to begin work within 70 calendar days after execution of Contract and to pursue work to "Substantial Completion" suitable for occupancy within 33 working ~~calendar~~ days, barring acts of God, fire, civil strife or similar calamities.

Guarantee of Prices
The undersigned agrees to guarantee prices stated in this Proposal for sixty (60) consecutive calendar days from the submittal date, and agrees to enter into formal Agreement with the Owner to perform the above stated work for the above stated Bid Sum at any time within this period should he be notified of award.

Substitutions
Bidder will list below or on signed, attached letterhead any materials, equipment or methods proposed as substitutes for those shown or specified. Show change in price (plus or minus) from Bid Sum for each item listed, or mark "no price change" if such be the case. Bidders, in signing their Proposals, agree to furnish materials, equipment and methods as shown and made part of written Owner-Contractor Agreement.

Legal Status of Bidders
Undersigned bidder will receive served or mailed communications at the following legal address:

Street PO Box 8240

City Fort Wayne State Ind Zip 46898 Phone 219 482-4820

Undersigned declares his legal status as:

____ Sole Proprietor

____ Partnership

Corporation Corporation, etc.

Organized under the laws of the State of Indiana.

Names and Addresses of all Persons who are parties to this Proposal:

____ (name) ____ (title)

____ (address)

____ (name) ____ (title)

____ (address)

____ (name) ____ (title)

____ (address)

This Proposal Submitted by:

C.L. Schust Co.,Inc. (firm name)

JM Winebrenner (signature) Vice-President (title)

____ (signature) ____ (title)

____ (signature) ____ (title)

Signed and sealed this 9th day of August, 1989.

END REVISED PROPOSAL

Bond No.....

# Fidelity and Deposit Company

*HOME OFFICE* OF MARYLAND *BALTIMORE, MD. 21203*

## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, C.L. Schust Company, Inc.
P.O. Box 8100
Fort Wayne, IN 46898
; as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto City of Fort Wayne
City County Building
Fort Wayne, IN 46802
as Obligee, (hereinafter called the "Obligee"), in the sum of Five Percent (5%) of Contractors Maximum Bid Dollars ($ ----------), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Reroofing and Architectual Sheet Metal

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this Nineth day of August A.D. 19 89

Barbara Bohs
Barbara Bohs *Witness*

C.L. Schust Company, Inc. (SEAL)
*Principal*
J.M. Winebrenner *Title* V. Pres.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
*Surety*

Tamara L. Tipton
Tamara L. Tipton *Witness*

By Kathryn J. Beauchot (SEAL)
Kathryn J. Beauchot *Title* Attorney-In-Fact

C325d—150M.
Approved by The American Institute of Architects.
A.I.A. Document No. A-310 February 1970 Edition.

# Power of Attorney

# FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint John H. Brimner, Stephen E. Stewart and Kathryn J. Beauchot, all of Ft. Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of John H. Brimner, etal, dated, March 5, 1987.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 21st day of February, A.D. 19 89

FOR YOUR PROTECTION LOOK FOR THE FBD WATERMARK

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

ATTEST: SEAL

C W Robbins
*Assistant Secretary*

By C M Pecot
*Vice-President*

STATE OF MARYLAND
CITY OF BALTIMORE } SS:

On this 21st day of February, A.D. 19 89, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

CAROL J. FADER NOTARY PUBLIC BALTIMORE CITY, MD.

Carol J. Fader

Notary Public Commission Expires July 1, 1990

## CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 9th day of August, 19 89.

044-3435

Christopher T. Maddox
*Assistant Secretary*

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

Form No. 96 (Revised 1977)

# BID OF

C.L. Schust Co., Inc.
(Contractor)

PO Box 8100
(Address)

Fort Wayne, Indiana 46898

## FOR
## PUBLIC WORKS PROJECTS
## OF

Board of Public Works and Safety of
City of Fort Wayne

for

Roof Replacement Construction Work

on

Fire Stations Nos. One & Five

Filed August 9, 19 89

Action taken

A.E. Boyce Co., Inc., Muncie, IN 1240-A Form No. 96 (Revised 1987)

# CONTRACTORS BID FOR PUBLIC WORKS

## PART I

(To be completed for all bids)
(Please type or print)

Date: August 9, 1989

1. Governmental Unit: Board of Public Works & Safety City of Ft. Wayne
2. County: Allen
3. Bidder (Firm): C.L. Schust Co., Inc.
   Address: PO Box 8100
   City/State: Fort Wayne, Indiana
4. Telephone Number: 219-482-4820
5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Fire Stations 1 & 5 (Governmental Unit) in accordance with plans and specifications of said unit for the sum of see supplement XXXXXXXXX. The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, submit a proposal for each in accordance with the notice.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract. If the bid is to be awarded on a unit basis, the itemization of units shall be shown on a separate attachment. The Contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

### CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS
(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States. I.C. 5-16-8-2. I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

### NON—COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

### OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at Fort Wayne, IN this 9th day of August, 19 89.

C.L. Schust Co., Inc.
(Name of Organization)

By _____
(Title of Person Signing)
D.L. Winebrenner President

### ACKNOWLEDGEMENT

STATE OF Indiana
COUNTY OF Allen } ss:

D.L. Winebrenner being duly sworn, deposes and says that he is President (Title) of the above C.L. Schust Co., Inc (Name of Organization) and that the statements contained in the foregoing bid, certification and affidavit are true and correct.

Subscribed and sworn to before me this 9th day of August, 19 89

_____
Notary Public
Barbara Bohs

My Comission Expires: 10-26-92
County of Residence: Allen

ACCEPTANCE

The above bid is accepted this _____ day of _____, 19____, subject to the following conditions: _____

_____

Contracting Authority Members:

_____ _____

_____ _____

_____ _____

# PART II

(Complete sections I,II,III, and IV for all state and local public works projects as required by statutes.)

Governmental Unit: Board of Public Works & Safety of City of Ft. Wayne

Bidder (Firm): C.L. Schust Co.,Inc.

Date: 8-9-89

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

## SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed?

| Contract Amount | Class of Work | When Completed | Name and Address of Owner |
|---|---|---|---|
| 180,000.00 | Rfg. & SM | 10-88 | NW Allen Cnty Schools, Ft. Wayne, Ind. |
| 254,000.00 | " " " | " | East Allen Cnty Schools, New Haven, Indiana |
| 32,000.00 | " " " | " | Ft. Wayne Community Schools, Ft. Wayne, Ind. |
| 158,000.00 | " " " | 6-88 | U.S. Government, Ft. Wayne Indiana |

2. What public works projects has your organization now in process of construction?

| Contract Amount | Class of Work | When to be Completed | Name and Address of Owner |
|---|---|---|---|
| 673,000.00 | Rfg. & SM | 3-89 | Allen Cnty Coliseum, Ft. Wayne, Ind. |
| 425,730.00 | S.Mtl/Vent. | 6-90 | Metro.Sch. District Steuben Cnty, Angola, Ind. |
| 176,873.00 | Rfg.& SM | 12-89 | DeKalb Cnty Schools, Auburn, Ind. |
| 45,333.00 | " " " | 6-89 | Ft. Wayne Comm. Schools, Ft. Wayne, Ind. |

3. Have you ever failed to complete any work awarded to you? no If so, where and why?

_____

_____

_____

4. List references from private firms for which you have performed work.

Harold McComb and Sons , Fort Wayne, Indiana

General Electric Company , Fort Wayne, Indiana

Uniroyal Goodrich, Woodburn, Indiana

Hagerman Construction, Fort Wayne, Indiana

_____

_____

## SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. as per plans and specifications
2. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you expect to require a bond.
3. What equipment do you intend to use for the proposed project? all necessary roofing equipment
4. Have you made contracts or received offers for all materials within prices used in preparing your proposal?
   yes

## SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

## SECTION IV OATH AND AFFIRMATION

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct to the best of my knowledge and belief.

Dated at Fort Wayne, IN this 9th day of August, 19 89

C.L. Schust Co., Inc.
(Name of Organization)

By D.L. Winebrenner President
(Title of Person Signing)

## ACKNOWLEDGEMENT

STATE OF Indiana }
COUNTY OF Allen } ss:

D.L. Winebrenner being duly sworn, deposes and says that he is President (Title) of the above C.L. Schust Co., Inc. (Name of Organization) and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 9th day of August, 19 89

Barbara Bohs
Notary Public

My Commission Expires: 10-26-89
County of Residence: Allen

Barbara Bohs

# MBE/WBE COMMITMENT FORM

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. N/A The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership ___%.

For WBE specify percentage of women ownership _____%.

B. N/A The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision), shall have ____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____%. (Cross out inapplicable provision.)

C. The undersigned commits 0 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms, which are proposed as subcontractors, are the following:

| NAME OF FIRM | ADDRESS | TYPE OF WORK |
|---|---|---|
| 1. | | |
| 2. | | |
| 3. | | |

D. The undersigned commits 0 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms, which are proposed as subcontractors are the following:

| NAME OF FIRM | ADDRESS | TYPE OF WORK |
|---|---|---|
| 1. | | |
| 2. | | |
| 3. | | |

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: all materials are purchased direct from the manufacturer who is not a WBE/MBE

2. We have taken the following steps in an attempt to comply with these participation goals: attempted to locate a minority distributor to supply materials but have not located any potentials.

(Attach additional sheets as necessary.)

Contractor C.L. Schust Co.,Inc.

By J.M. Winebrenner

J.M. Winebrenner

Its EEOC Officer

Contractor _____

By _____

Its

HOURLY UTILIZATION"

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females, so that minorities and females will work at least 17 % of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure: _____

(Attach additional sheets, if necessary.)

CONTRACTOR: C.L. Schust Co.,Inc.

By: J.M. Winebrenner

Its: EEOC Officer & Vice President

It is the policy of C.L. Schust Co.,Inc. (Company) that

equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy C.L. Schust Co.,Inc. (Company) will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The C.L. Schust Co.,Inc. (Company) will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

C.L. Schust Co.,Inc.
(Name of Company)

(Signature of Company Official)
J.M. Winebrenner Vice President
EEOC Officer

August 9, 1989
(Date)

# STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

| NAME | TELEPHONE NUMBER |
|---|---|
| Leo Butts | 482-4820 |
| | |
| | |
| | |

C.L. Schust Co.,Inc.
Contractor

Resolution No. _____

## CERTIFICATION OF NON-SEGREGATED FACILITIES

Each Bidder is required to file a fully executed Certificate of Non-Segregated Facilities once a year.

## CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where the Bidder has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause and that he will retain such certifications in his files.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.

Date: August 9, 19 89

C.L. Schust Co., Inc.
Name of Bidder

By: J.M. Winebrenner

Title: J.M. Winebrenner Vice-President & EEOC Officer

Official Address: (including zip code)

PO Box 8100

Fort Wayne, Indiana 46898

# CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of C.L. Schust Co.,Inc. does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of C.L. Schust Co.,Inc., that C.L. Schust Co.,Inc. does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this certification has been signed this 9th day of August, 19 89.

C.L. Schust Co.,Inc.

Name of Bidder/Vendor

J.M. Winebrenner Vice-President& EEOC Officer

Name and Title of Person Signing

Read the first time in full and on motion by Gia Quinta, seconded by Henry, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock M., E.S.T.

DATED: 9-12-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Gia Quinta, seconded by Talarico, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

| | AYES | NAYS | ABSTAINED | ABSENT |
|---|---|---|---|---|
| TOTAL VOTES | 7 | | | 2 |
| BRADBURY | ✓ | | | |
| BURNS | ✓ | | | |
| EDMONDS | | | | ✓ |
| GiaQUINTA | ✓ | | | |
| HENRY | ✓ | | | |
| LONG | | | | ✓ |
| REDD | ✓ | | | |
| SCHMIDT | ✓ | | | |
| TALARICO | ✓ | | | |

DATED: 9-26-89.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ ~~(GENERAL)~~ (SPECIAL) (~~ZONING~~ MAP) ORDINANCE RESOLUTION NO. R-142-89 on the 26th day of September, 19 89,

ATTEST
Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL
Charles S. Redd
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of September, 19 89, at the hour of 11:30 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 2nd day of October, 19 89, at the hour of 8:45 o'clock A.M.,E.S.T.

PAUL HELMKE, MAYOR

Admn. Appr. _____

TITLE OF ORDINANCE Contract for Roof Replacement of Fire Stations 1 & 5

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE Contract for Roof Replacement of Fire Stations 1 & 5

Contractor for Fire Station #1 is C. L. Schust, Inc. and Contract

for Fire Station #5 is S. E. Jahn Company, Inc.

PRIOR APPROVAL RECEIVED 9/5/89

A-89-05-02

EFFECT OF PASSAGE Improved Roof conditions at Fire Station #1 & #5

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) Fire Station #1 $80,322.00
Fire Station #5 $19,150.00

ASSIGNED TO COMMITTEE _____

BILL NO. S-89-09-02

REPORT OF THE COMMITTEE ON FINANCE

MARK E. GiaQUINTA, CHAIRMAN
THOMAS C. HENRY, VICE CHAIRMAN
BRADBURY, SCHMIDT, BURNS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving the Contract FOR ROOF REPLACEMENT OF FIRE STATIONS 1 & 5 between C.L. SCHUST, INC. AND S.E. JAHN COMPANY, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

| DO PASS | DO NOT PASS | ABSTAIN | NO REC |
|---|---|---|---|
| Mark E. GiaQuinta | | | |
| Janet G. Bradbury | | | |
| | | | |
| | | | |

DATED: 9-26-89.

Sandra E. Kennedy
City Clerk